

UP-SC-2020-006 Utility Accommodation

(Permit or Franchise)

Utility Company:	: Cle Elum Pines \	West			IMPORT CLEAR FORM
Permit/Franchise Nur UP-SC-2020-006			Expiration N/A	Charge Code* JE 5844	Group 01
Date Received 3/18/2020	Reviewed By	Mark Kaiser	Region Address South Central: 280	09 Rudkin Rd, Union Ga	p, WA 98903-1648
Application Type Permit		Category, Impact to I Category 3 - Low In		Fees* No Fee	Access Control Managed - M
the original Francher terms and * The fees require incidental to the with the review,	nchise shall be replaced I conditions of the origined ander WAC 468-34 are processing of this app	d in their entirety with that franchise shall remain and RCW 47.44 are palication. The applicant tion for the proposed in	he General Provision ain in full force and e aid by the Utility to co promises to pay any	, Utility agrees that the ns as included with this A effect. over the basic administral additional costs for all w or money orders are to be	tive expenses ork associated
Exhibits					
The above-noted Peri as well as all the Exhi		chise Amendment is su	bject to the terms ar	nd conditions stated in the	e General Provisions,
Exhibit B: Utility Facili	erial, Right-of-Way & Sit quirements ntrol Plan		Page(s) 4 Page(s) 1 Page(s) 3 Page(s) 2 Page(s) 2 Page(s) 1 Page(s) Page(s)		
Vicinity Maps 42 43 43 43 43 43 43 43 43 43	State Route: 903 Shaft S7 3.8 1,000 Feet	3.7	Milepost: 3.34 Li	Project Area SR-903 MP 3 Buried Powe 6" HDPE for	22 - Cle Elum. WA .34 = HES 62+00 r Line Crossing
Departmental Ap	proval			Sanda (San Satur 1997), in a language to the sand the san	SARE SEE SEE SEE SEE SEE SEE SEE
WSDOT Authorized S	ignatory	Printed Name Jamil A	and Job Title \nabtawi - SCR U	tilities Engineer	Date Issued



Utility Accommodation Application

(Permit or Franchise)

Utility Contact Inform	ation					CLEAR FORM
Utility Company Cle Elum Pines West LLC			Utility Co Pat Den	ntact Name een	Ð	7.900 (ADM) 531.53.5999, ACC 117-6.3165 (R
Email pat@patrickdeneen.com					Phone (Office/Cell/Voice 509-260-0462	mail)
Location (www.snagmp.c	om) mnk	n	nnk			
State Route 903	Milepost Begin 3.31 3.34	1.000	ilepost End 4 3.34		County Kittitas	
Installation					Submit the Following D	ocumentation:
The Management of the Control of the	ewer elecommunication iduit		k All That A eature (Pole o a bridge/s	, ped, vault	Utility Facility Description Plan Sheets For Additional Document to your work, see Submit Accommodation Applicat	s Applicable ting a Utility
the other side of SR 903. S	see ⊬s⊑ approved p	power plans for	conduit size	eic.		
Anticipated Construction Sta	art Date: As soo	on as possible	Projec	t Duration:	estimated 2-5days (I don't know)
Billing Information*						
Contact Name Cle Elum Pines West LLC			was the day of the second of the	The Kill of Kill of the Control of t		***
PO Box 808						
City Cle Elum				State WA	Zip + 4 98922	
Phone (Office/Cell/Voicema 509-674-9642	il)		Email megan@	@evu@gma	ail.com	
Federal Tax ID 33-1039346			Applican	t Reference	Work Order (optional)	
Utility Authorized Sig	natory					
Signature		Printed I Pat Der	Name & Title neen	e/Owner		Date 3-18-2020
Utility understands, based of Franchise.	n the proposed inst	allation, applica	able special	provisions (ead and are agreed to by the will be provided at issuance or v, processing and inspection	of your Permit or
					s, incurred by WSDOT in acco	
Supplemental Contac	t Information o	of Authorize	d Agent i	NOT the	e Utility	
Company Name Auth. Agent for Cle Elum P	ines West LLC PDe	neen/landowne	South English Steph	ct Name Bala		
Email			- L	Ti	Phone (Office/Cell/Voicemail)



General Provisions for the Utility Accommodation Application

This Permit or Franchise is issued pursuant to the terms of RCW 47.32, RCW 47.44, and WAC 468-34, and amendments thereto. Renewal of a Franchise must be by application prior to expiration of this Franchise as required by RCW 47.44.020(3).

- 1. A copy of this Permit or Franchise must be on the job site, protected from the elements, at all times during any construction authorized by this Permit or Franchise.
- 2. The Utility agrees to pay the reasonable costs for investigating, handling, and granting the Permit or Franchise, including, but not limited to basic overhead charges and for providing an inspector during construction and/or maintenance of the Utility's facilities. Further, the Utility agrees that it shall be responsible for and pay WSDOT's expended direct and indirect costs associated with applicable provisions of the Permit or Franchise. WSDOT will assign a reimbursable account to the Utility as a means of invoicing the Utility for the costs associated with this Permit or Franchise.
- (a) WSDOT will assign a reimbursable account to the Utility as a means of invoicing the Utility for the costs associated with this Permit or Franchise.
- (b) WSDOT will invoice the Utility and the Utility agrees to pay WSDOT within thirty (30) calendar days of receipt of an invoice.
- 3. Upon approval of this Permit or Franchise, the Utility shall diligently proceed with the Work and comply with all General and Special provisions herein. Construction of facilities proposed under this Permit or Franchise shall begin within one (1) year and must be completed within three (3) years from date of WSDOT approval. "Work" under this Permit or Franchise shall mean construction, operation, and maintenance of the Utility's facilities as authorized herein.
- 4. The Utility shall notify WSDOT representative in special provision 1 of the name, address, and telephone number of its contractor when Work outlined herein is going to be performed with other than its own forces. When the Utility uses a contractor, an authorized representative of the Utility shall be present at all times unless otherwise agreed to by WSDOT representative. A list of authorized representatives shall be submitted prior to the construction start date. (Authorized representatives are defined as persons having signatory authority for the Utility and or the authority to control the Work as needed for any issues identified by WSDOT.)
- 5. The Utility agrees to schedule and perform its Work in such a manner as not to delay WSDOT's contractor's work when WSDOT has a contractor performing work in the vicinity of the Utility's Work.
- 6. All contact between WSDOT and the Utility's contractor shall be through the Utility representative. Where the Utility chooses to perform the Work with its own forces, it may elect to appoint one of its own employees engaged in the Work as its representative. The Utility, at its own expense, shall adequately police and supervise all Work performed by itself, its contractor, subcontractor, agent, and/or others, so as not to endanger or injure any person or property.
- 7. The Utility shall contact the identified WSDOT representative two (2) weeks prior to conducting Work, to determine the location of survey control monuments within the area in which the Utility will be working. In the event any monument or right of way marker will be altered, damaged, or destroyed by the Utility, WSDOT, prior to Utility Work, will reference or reset the monument or right of way marker. During the Work, upon discovery of a monument or right of way marker, the Utility shall cease Work in that area and immediately notify WSDOT of the discovery. WSDOT will coordinate with the Utility to ensure that the monument or right of way marker is recorded or replaced. The Utility agrees to pay all WSDOT costs to perform monument or right of way marker work, as provided in this provision, in accordance with general provision 2.
- 8. In the event any milepost, fence, or guardrail is located within the limits of the Utility's Work and will be disturbed during Utility Work, the Utility agrees to carefully remove these highway facilities prior to Utility Work and reset or replace these highway facilities after the Utility Work, to WSDOT's sole satisfaction and at the sole cost of the Utility. The Utility agrees that all highway signs and traffic control devices shall not be removed or disturbed during Utility Work.

- 9. The Utility agrees that all Work shall be done to the satisfaction of WSDOT. All material and workmanship shall conform to WSDOT's Standard Specifications for Road, Bridge, and Municipal Construction, current edition, and amendments thereto, and shall be subject to WSDOT inspection. All WSDOT acceptance and inspections are solely for the benefit of WSDOT and not for the benefit of the Utility, the Utility's contractor (if any), or any third party. The Utility agrees that it shall pay all WSDOT inspection costs in accordance with general provision 2.
- 10. The Utility shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways (Federal Highway Administration) and the State of Washington modifications thereto (chapter 468-95 WAC) while it performs the Work. If WSDOT requires, the Utility shall submit a signing and traffic control plan to WSDOT's representative for approval prior to construction or maintenance Work. No lane closures shall be allowed except as approved by WSDOT's representative. Approvals may cause revision of Special Provisions of this Permit or Franchise, including hours of operation.
- 11. This Permit or Franchise may not be amended or modified without WSDOT's prior review and approval. Upon completion of the Work, the Utility shall provide a written notice of completion of the Work to WSDOT's representative within ten (10) calendar days of the completion of the Work so that WSDOT may make its final inspection. Further, the Utility shall provide the Region Utilities Engineer with detailed as-built drawings within ninety (90) calendar days of Work completion, if the originally approved Permit or Franchise construction plans have been revised during the course of construction.
- 12. If WSDOT, at its sole discretion, shall determine that any or all of the Utility's facilities must be modified, removed from, or relocated within the state-owned highway right of way as necessary, incidental, or convenient for the construction, alteration, improvement, repair, relocation, or maintenance of the state highway, or for the safety of the traveling public, the Utility, its successors and assigns, shall, at its sole cost and expense, upon written notice by WSDOT, modify, relocate, or remove any or all of its facilities within or from the state-owned highway right of way as required by WSDOT. The Utility shall perform in a timely manner all facility modifications, relocations, and/or removals as WSDOT directs, to avoid highway project impacts or delays and in such manner as will cause the least disruption of traffic or interference with WSDOT's continued operation and/or maintenance of the highway.
- 13. Should the Utility fail or refuse to comply with WSDOT's direction, pursuant to general provision 12, to modify, remove, or relocate any Utility facility, WSDOT may undertake and perform any modification, removal, or relocation of the Utility facility that WSDOT, in its sole discretion, deems necessary. The Utility agrees to pay WSDOT's expended costs and expenses for performing the work, in accordance with general provision 2.
- 14. If WSDOT determines in good faith that emergency maintenance work on the Utility's facility is needed to (a) protect any aspect of the state highway right of way, or (b) secure the safety of the traveling public due to a failure of the Utility's facility, WSDOT may perform the necessary work without the Utility's prior approval, and the Utility agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with general provision 2. WSDOT will notify the Utility of the emergency work performed as soon as practicable.
- 15. WSDOT may amend, revoke, or cancel this Permit or Franchise at any time by giving written notice to the Utility. If the Permit or Franchise is amended, the Utility will have thirty (30) calendar days to modify the facility as the Permit or Franchise amendment(s) require. If the facility modifications cannot be made within thirty (30) calendar days, the Utility shall respond to WSDOT, in writing, as to when the facility modifications can be made. If the Permit or Franchise is revoked or canceled, the Utility shall immediately remove all facilities from the right of way. Any facilities remaining upon the right of way thirty (30) calendar days after written notice of Permit or Franchise revocation or cancellation may be removed by WSDOT at the expense of the Utility. The Utility agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with general provision 2.
- 16. Should the Utility breach any of the conditions and requirements of this Permit or Franchise, or should the Utility fail to proceed with due diligence and in good faith with the Work as authorized by this Permit or Franchise, WSDOT may cancel or revoke the Permit or Franchise upon thirty (30) calendar days written notice to the Utility.
- 17. The Utility shall not excavate or place any obstacle within the state-owned highway right of way in such a manner as to interfere with WSDOT's construction, operation, and maintenance of the state- owned highway right of way or the public's travel thereon without first receiving WSDOT's written authorization.
- 18. The Utility agrees to maintain, at its sole expense, its facilities authorized by this Permit or Franchise in a condition satisfactory to WSDOT.
- 19. The Utility agrees that it is financially responsible to WSDOT for all necessary expenses incurred in inspecting the construction and restoring the highway pavement or related transportation equipment or facilities to a permanent condition suitable for travel as determined by WSDOT, as well as financially responsible to WSDOT for trenching

- work not completed and for compensating WSDOT for the loss of useful pavement life caused by trenching as required by RCW 47.44.020.
- 20. Upon completion of all Work, the Utility shall immediately remove all rubbish and debris from the state- owned highway right of way, leaving the state-owned highway right of way in a neat, presentable, and safe condition to WSDOT's satisfaction. Any Workrelated rubbish and debris clean up, or any necessary slope treatment to restore and/or protect the state-owned right of way, not done within one (1) week of Work completion, unless otherwise negotiated, will be done by WSDOT at the expense of the Utility. The Utility agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with general provision 2.
- 21. For the benefit and safety of the traveling public, the Utility voluntarily agrees to permit WSDOT to attach and maintain upon any Utility facility under this Permit or Franchise any required traffic control devices, such as traffic signals, luminaires, and overhead suspended signs, when the use of such devices or attachments does not interfere with the use for which the facility was constructed. WSDOT shall bear the cost of attachment and maintenance of such traffic control devices, including the expended cost of any extra Utility infrastructure construction beyond what is necessary for the Utility's facility; such extra cost to be jointly determined by WSDOT and the Utility. WSDOT shall not share in the Utility facilities' cost of installation, operation, or maintenance of any of the facilities installed under this Permit or Franchise
- 22. The Utility shall comply with WSDOT's Temporary Erosion and Sediment Control Manual (M 3103.01) and any revisions thereto, for erosion control and/or to mitigate any erosion occurring as a result of the Work. If the Utility Work performed under this Permit alters, modifies, changes, or interferes in any way with the drainage of the state-owned highway right of way, the Utility shall, at its own expense, make all corrections and/or provisions WSDOT requires to fix and restore the state-owned right of way drainage to its original condition and function prior to the Utility's Work. Any flows from the Utility shall not exceed the flows discharging to WSDOT drainage prior to the new work. Any flows discharged to state- owned highway right of way shall meet the requirements for quantity and water quality according to the current version Highway Runoff Manual (M 31-16). Should the Utility not make the required drainage restoration, WSDOT reserves the right to make such changes as necessary to restore the original drainage function at the sole cost of the Utility, and the Utility agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with Stormwater Discharge General Provision 2.
- 23. The Utility shall be responsible for securing all necessary permits, including but not limited to, federal, state, and local regulatory, tribal, environmental, archeological, and railroad permits and permits from the Washington State Department of Ecology, the Washington State Department of Fish and Wildlife, and/ or the U.S. Army Corps of Engineers prior to beginning the Work authorized by this Permit or Franchise. The Utility shall be responsible for mitigation measures where wetlands have been disturbed and agrees that it is responsible for any fines imposed for noncompliance with the permit(s) conditions or for failure to obtain the required permits. In addition, the Utility, on behalf of itself and its contractors, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, WSDOT and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages (to regulatory agencies, persons, and/or property), arising out of, or in any way resulting from, the Utility's failure to (1) obtain any required permit for the Utility Work or (2) comply with permit conditions. Further, the Utility shall be responsible for compliance with all federal, state, and local laws, regulations.
- 24. For any of the Utility's Work that requires permit coverage under the "CONSTRUCTION STORMWATER GENERAL PERMIT National Pollutant Discharge Elimination System and State Waste Discharge General Permit for Stormwater Discharges Associated with Construction Activity" (Construction Stormwater General Permit), the Utility shall obtain said permit coverage and shall comply with all requirements of the Construction Stormwater General Permit. Upon WSDOT's request, the Utility shall provide a copy of the Construction Stormwater General Permit. In addition, the Utility, on behalf of itself and its contractors, officers, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, WSDOT and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages (to regulatory agencies, persons, and/or property), arising out of, or in any way resulting from, the Utility's failure to (1) obtain coverage under the Construction Stormwater General Permit for Utility Work or (2) comply with the Construction Stormwater General Permit requirements.

- 25. This Permit or Franchise does not authorize the Utility, or its employees, contractors, or agents, any right to cut, spray, retard, remove, destroy, disfigure, or in any way modify the physical condition of any vegetative material located on the state-owned highway right of way. Should the Utility anticipate that its Work will alter the appearance of the state-owned highway right of way vegetation, the Utility shall notify WSDOT representative listed in special provision 1 to obtain WSDOT's prior written approval of the Utility's proposed work. If WSDOT permits the Utility to modify the state-owned highway right of way vegetation, it agrees that any vegetation cutting and/or trimming activities shall be conducted in such a manner that the state-owned highway right of way vegetation appearance will not be damaged. Should the Utility damage the appearance of the state-owned highway right of way vegetation without WSDOT's prior written approval, the Utility is subject to penalties provided for in RCWs 47.40.070, 47.40.080, and 4.24.630, as applicable.
- 26. The Utility hereby certifies that its facilities described in this Permit or Franchise are (1) in compliance with the Control Zone Guidelines, or (2) for a franchise consolidation or renewal, a mitigation plan has been submitted and approved for any existing Location I or Location II utility objects to be corrected in accordance with the Control Zone Guidelines, pursuant to Chapter 9 of WSDOT's Utilities Manual (M 22-87) and any revisions thereto.
- 27. The Utility shall not assign or transfer this Permit or Franchise without WSDOT's prior written approval. The Utility understands that any assignment or transfer requires the assignee or transferee to have the means to assume all obligations, duties, and liabilities of the terms and conditions of this Permit or Franchise, and the Utility will advise the assignee or transferee of its obligation to apply for an updated or replacement Permit or Franchise. If WSDOT does not approve the assignment or transfer, this Permit or Franchise shall automatically terminate, and the facility occupying state-owned highway right of way shall be subject to the terms of RCW 47.44.060.
- 28. The Utility, its successors and assigns, shall indemnify, defend at its sole cost and expense, and hold harmless the State of Washington, its officers and employees, from all claims, demands, damages (both to persons and/or property), expenses, regulatory fines, and/or suits that (1) arise out of or are incident to any acts or omissions of the Utility, its agents, contractors, and/or employees, in the use of the state- owned highway right of way as authorized by the terms and conditions of this Permit or Franchise, or (2) are caused by the breach of any of the terms or conditions of this Permit or Franchise by the Utility, its successors and assigns, and its contractors, agents, and/or employees. The Utility, its successors and assigns, shall not be required to indemnify, defend, or hold harmless the State of Washington, its officers and/or employees; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the State of Washington, its officers and/or employees, and (b) the Utility, its agents, contractors, and/or employees, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the acts or omissions of the Utility, its agents, contractors, and/or employees.
- 29. The Utility agrees that its obligations under this Permit or Franchise extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while performing Work under this Permit or Franchise while located on state-owned highway right of way. For this purpose, the Utility, by MUTUAL NEGOTIATION, hereby waives, with respect to the State of Washington only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in chapter 51.12 RCW.
- 30. The indemnification and waiver provided for in general provisions 28 and 29 shall survive the termination of this Permit or Franchise.
- 31. Any action for damages against the State of Washington, its agents, contractors, and/or employees, arising out of damages to a utility or other facility located on state-owned highway right of way, shall be subject to the provisions and limitations of RCW 47.44.150.
- 32. This Permit or Franchise shall not be deemed or held to be an exclusive one and shall not prohibit WSDOT from granting rights of like or other nature to other public or private utilities, nor shall it prevent WSDOT from using any of the state-owned highway right of way or other properties for transportation purposes, or affect WSDOT's right to full supervision and control over all or any part of the state-owned highway right of way or properties, none of which is hereby surrendered. Further, WSDOT reserves the exclusive right to require that all utility facilities be subject to joint trenching and occupancy.



Special Provisions for Permits and Franchises

Applicable provisions are denoted by (X)

No Work provided for herein shall be performed until the Utility is authorized by the Washington State Department of Transportation (WSDOT) Representative(s):

Department Representative:

Maintenance Area Representative:

Jason Harris SCR Region Utilities Inspector 2809 Rudkin Road

Union Gap, WA 98903-1648

Phone: (509) 577-1748 Fax: (509) 577-1686

(509) 654-8385

Cell:

Michael Krahenbuhl Area 1 Maintenance Superintendent 151 South Bullfrog Rd. Cle Elum, WA 98922

Phone: (509) 577-1907 Fax: (509) 674-3931 Cell: (509) 899-3424

The Utility shall notify in writing the identified WSDOT representative(s) at least **ten** (10) working days (Monday through Friday excluding any holidays) in advance of commencing Work on state-owned highway right of way.

- 2. Prior to beginning the Work, a pre-construction conference shall be held at which WSDOT, Utility's engineer, contractor, and inspector (as applicable) shall be present. The Utility shall give a minimum 5 working days (Monday through Friday excluding any holidays) notice to WSDOT's representative(s) (prior to the pre-construction conference).
- 3. Work within the state-owned right of way shall be restricted to **daylight hours**. No work shall be allowed on Saturday, Sunday, or holidays, without prior approval by WSDOT. In addition, the Utility shall be off the highway by noon the day prior to a holiday unless authorized by the WSDOT. If a holiday falls on a Saturday, the preceding Friday is counted as the holiday, and the Utility shall be off the highway by noon Thursday. When the Holiday falls on a Monday, the Utility shall be off the right of way at noon on the preceding Friday. Nothing in this section shall limit the authority of the WSDOT to further restrict work within state-owned highway right of way at WSDOT's discretion. The hours of closure are subject to change if required by WSDOT.
- During non-working hours equipment and materials shall not be located or stored within the work zone clear zone (WZCZ) area. Minimum WZCZ distances will be measured from the edge of the traveled way (the portion of the roadway intended for the movement of vehicles, exclusive of shoulders and lanes for parking, turning, and storage for turning) and will be determined as follows:

Minimum Work Zone Clear Zone Distance

Posted Speed	Distance From Traveled Way (ft)
35 mph or less	10
40 mph	15
45 to 55 mph	20
60 mph or greater	30

In the event that during the course of this project an inadvertent discovery of historical/archeological objects, human remains, or a bone/bones of uncertain origin is made, the Utility shall immediately cease operations and contact the WSDOT Representative in section 1 and the Department Archaeologist:

Name: Dean Weaver Phone: 509-324-6137

E-mail: weaverd@wsdot.wa.gov

Determination of necessary follow-up actions or the ability to continue work shall be at the sole discretion of WSDOT.

- The Utility agrees that, in the event any construction and/or maintenance of the highway facility becomes necessary within the proximity of the utility installation, it is expressly understood that, upon request from WSDOT's representative, the Utility will promptly identify and locate by suitable field markings any and all of its underground facilities so that WSDOT or its contractor can be fully apprised at all times of their precise locations.
- 7. Construction of this facility will not be permitted from the shoulders or through the traffic lanes and/or ramps of SR access will be from . All construction
- S. All vehicles and equipment that are not essential for the Work shall not be parked on the shoulders or thru-traffic lanes and/or ramps of SR 903.

Ш	9.	No additional side (service) connections will be allowed within State right of way after the construction of the facility authorized by this Perm or Franchise.
⊠	10.	The responsibility of the Utility for proper performance, safe conduct, and adequate policing and supervision of the Work shall not be lessened or otherwise affected by WSDOT's approval of plans, specifications, or work, or by the Department representative's presence at the work site.
	11.	The Utility acknowledges that SR is scheduled for future construction. All work shall be coordinated with the Project Engineer's Office responsible for this project and all work shall be completed no later than construction will be at the expense of the Utility.
\boxtimes	12.	The Utility shall notify WSDOT's representative upon completion of project for final inspection / review.
		BOND AND INSURANCE COVERAGE
	13.	The Utility has provided bond coverage for the Work under this Permit or Franchise by furnishing a blanket surety bond held by WSDOT at the WSDOT Headquarters Utilities Unit in Olympia, WA.
	14.	The Utility or its contractor shall provide a surety bond to WSDOT in the amount of \$, written by a surety company authorized to do business in the State of Washington, or shall set up a WSDOT approved escrow account prior to the start of construction to cover the Work under this Permit or Franchise. The surety bond or escrow account shall remain in force for a period of one (1) year after the written notice of completion of the Work (as provided in general provision 11), except that when the Work impacts the paved highway (open cuts, bores or damage to the highway surface), the Utility shall be required to maintain the surety bond or escrow account for a period of two (2) years after the notice of completion.
\boxtimes	15.	When the Utility chooses to perform the Work with other than its own forces and requires its contractor to provide a surety bond to WSDOT before performing any Work to ensure compliance with all of the terms and conditions of this Permit or Franchise, the bond shall be in the amount of \$ 5000, written by a surety company authorized to do business in the State of Washington and shall remain in force until all Work under this Permit or Franchise has been completed, and the Utility's contractor has restored any affected WSDOT property and right of way to the satisfaction of the Department.
\boxtimes	16.	The Utility shall provide proof of insurance coverage prior to performing any Work within state-owned highway right of way, as follows:
		(a) Commercial General Liability covering the risks of bodily injury (including death), property damage, and personal injury, including coverage for contractual liability, with a limit of not less than \$3 million per occurrence and in the aggregate;
		(b) Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$2 million per accident;
		(c) Employers Liability covering the risks of Utility's employees' bodily injury by accident or disease, with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease.
		Such insurance policies or related certificates of insurance shall name the Washington State Department of Transportation as an additional insured on all general liability, automobile liability, employers' liability, and excess policies. A forty-five (45) calendar day written notice shall be given to WSDOT prior to termination of or any material change to the policy(ies) as such relate(s) to this Permit or Franchise.
	17.	If the Utility is a city or county, it has provided verification of insurance coverage to WSDOT by providing proof of its coverage through a Risk Pool or verification that the city or county is self-insured, to comply with the insurance terms and conditions of this Permit or Franchise.
		UNDERGROUND FACILITIES
	18.	All facilities in joint use conduits shall relocate together at such time as the conduit owner moves their conduit or WSDOT deems relocation necessary. The conduit owner is responsible to remove the conduit or conduits in their entirety. (The conduit owner is the Permit or Franchise holder under which the conduits were installed.)
	19.	A Utility that is installing conduit for future use must apply for a new Permit or Franchise amendment when they are ready to occupy the empt conduit. If a third-party Utility is to occupy the empty conduit the conduit owner must instruct them to apply for a Permit or Franchise with WSDOT before occupying the conduit.
	20.	The Utility shall completely remove all Deactivated Facilities (as defined in Washington State Department of Transportation Utilities Manual M 22-87).
	21.	Deactivated facilities left within the state owned right of way shall remain owned by the Utility, who shall continue to bear all responsibility for any future costs incurred for removal of the Deactivated facilities if required by WSDOT in its sole discretion.
	22.	For underground facilities, markers shall be placed at both ends of a crossing, and at all changes in offset distance from right of way line or centerline of the highway and placed approximately every 500 feet for longitudinal installations. Marker information as a minimum shall include owner name, pipeline or cable identification and station, and telephone number or other means to contact a local office. Markers must be in compliance with WSDOT's <i>Standard Specifications for Road, Bridge, and Municipal Construction Manual</i> M 41-10, Division 9 (9-17 Flexible Guideposts), not create a safety hazard, and all markers shall be placed and maintained so as to minimize interference with WSDOT maintenance operations. It is the Utility's responsibility to maintain its markers. Maintenance of markers includes but is not limited to update of Utility's name (if changed) or Utility's successors' or assigns' contact information, and replacement of damaged or missing markers.

	23.	All underground facilities shall include a component by which the utility can be located with conventional methods, provided that for all installations in trenches, the Utility shall install detector tape approximately 12 inches above the underground facility. The tape shall conform to the standards of the American Public Works Association Uniform Color Code.
	24.	Utility facilities or casings for facilities crossing under highways surfaced with oil, asphalt concrete pavement, or cement concrete pavement shall be by trenchless construction, using the appropriate equipment to jack, bore, or auger the facility through the highway prism with a minimum depth of 5 feet along any point from the top of facility to the lowest point of the finished highway grade, at a minimum of 3.5 feet depth from bottom of ditch/toe of slope to top of facility or casing.
\boxtimes	25.	If PVC or HDPE casings are utilized for crossings, they shall be greater than Schedule 80 or equivalent or as approved by WSDOT.
	26.	Casing requirements (WAC 468-34-210) for utilities are specified individually or in whole on the attached exhibits. Any variances to these casing requirements shall be justified, in writing, and approved by WSDOT, in writing, prior to installation.
	27.	Pipeline installation shall meet the provisions of chapter 480-93 WAC, Gas Companies-Safety, and amendments thereto.
	28.	Open trenching (cutting a trench for direct placement of a utility that does not include cutting an existing paved highway surface) will only be allowed at the locations identified on the plan sheets and/or listed on Exhibit(s) , with restoration to be performed as noted on the attached "Open Trench Detail," Exhibit
	29.	Open cuts (cutting a trench for direct placement of a utility that does include cutting the existing paved highway surface) of the highway are a variance to WSDOT policy, requiring justification (Open Cut Variance Request) and approval by WSDOT prior to the Work beginning. Open cuts are only allowed at approved locations identified on the plan sheets and/or listed on Exhibit(s) , with restoration to be performed as noted on the attached "Open Cut Detail," Exhibit
	30.	If determined necessary by WSDOT representative, any or all of the excavated material shall be removed and replaced with suitable material as specified by WSDOT. It is the Utility's responsibility to obtain any necessary permits or comply with applicable requirements to haul or dispose of any excavated material.
	31.	If determined by the Washington State Department of Labor and Industries and/or WSDOT representative that extra Shoring (beyond that specified in Section 7-08.3(1)B of WSDOT's Standard Specifications for Road, Bridge, and Municipal Construction) is necessary for the safety of the workers or the protection of the highway pavement, the trenching or excavation work shall be stopped and no Work in the trench or excavation area will be allowed until satisfactory modifications are made.
	32.	All trenches, boring or jacking pits, etc., shall be backfilled as soon as possible. If left open during nonworking hours, they shall be protected to the satisfaction of WSDOT. Methods of protection shall be submitted a minimum of Ten (10) calendar days in advance for approval by WSDOT prior to use.
	33.	During working hours, all open trenches shall be marked by warning signs, barricades, and flashing beacons. If necessary, flagmen shall be employed for the purpose of protecting the traveling public.
	34.	The highway shoulders, where disturbed, shall be resurfaced in kind with crushed surfacing top course at three -inch minimum compacted depth, or as directed by the Department's representative. The surface of the finished shoulder shall slope down from the edge of pavement at the rate of 5% unless otherwise directed. Any restored shoulders shall not have any sections less than 2 feet wide.
	35.	The Utility shall use hot mix asphalt for all roadway pavement restoration. WSDOT will not allow the use of cold mix for any roadway patching longer than 24 hours.
\boxtimes	36.	Utility Facilities installed longitudinally within Zone A shall have a minimum cover of 60 inches. In areas where there is consolidated rock, if the required depth cannot be met, a variance must be approved.
	37.	Utility facilities installed longitudinally within Zone B, outside of Zone A, shall have a minimum cover of 42 inches except in consolidated rock where it is necessary to saw or blast the rock to install the facility, the minimum cover may be 24 inches.
	38.	All facilities constructed in Zone A shall use conduit.
\boxtimes	39.	Zone A requirements also apply from Milepost 3.33 to Milepost 3.33.
		AERIAL/ABOVEGROUND FACILITIES
	40.	All facilities on joint use poles shall be relocated at the time the pole owner either moves or removes their poles. (The pole owner is the Permit or Franchise holder under which the poles were installed and is responsible for ensuring the removal of the pole.)
	41.	Neutral conductors associated with circuits of 0 to 22 Kilovolts, where the neutral is considered to be 0-750 Volts, shall have a minimum clearance of 24 feet Vertical Clearance as indicated in WAC 468-34-290, or 20 feet provided the facility is grounded at each pole at each end of the crossing.
	42.	The Utility agrees to underground the aboveground facilities covered by this Franchise in Scenic Classes "A," and "B," as defined on the attached Exhibit(s) , either at the time of major construction of the facility, for that portion of facility to be reconstructed, or prior to expiration of this Franchise.
	43.	The Utility agrees to underground the aboveground facilities covered by this Franchise in Scenic Classes "A," "AX," "B," and/or "BX," as defined on the attached Exhibit(s) , at the time the pole owner undergrounds its facility. The existing aboveground facility may remain or be relocated as aboveground in Scenic Classes "AX" or "BX" if acceptable to WSDOT.

	44.	The Utility agrees to underground or relocate the existing aboveground facilities covered by this Franchise in Scenic Classes "A," "AX," "B," and/or "BX," as defined on the attached Exhibit(s) , to a location acceptable to WSDOT either at the time of reconstruction, for the portion of line to be reconstructed, or prior to the expiration of this Franchise. The existing aboveground facility may remain or be relocated as aboveground in Scenic Classes "AX" or "BX", if acceptable to WSDOT.
	45.	The Utility shall not place any new poles within the right-of-way.
	46.	Use of guard posts for proposed fire hydrant installations shall not be permitted within the right-of-way.
		MAINTENANCE
	47.	No routine maintenance of the facility authorized by this Permit or Franchise will be allowed within the limited access area.
	48.	Maintenance access of this facility will not be permitted from the shoulders, thru-traffic lanes, and/or ramps of facility will be accessed from .
\boxtimes	49.	The Utility will notify WSDOT representative(s), listed in Special Provision 1, ten (10) working days (Monday through Friday excluding any holidays) prior to any scheduled maintenance work to be performed in the state-owned highway right of way.
		ADDITIONAL PROVISIONS
\boxtimes	50.	The Utility shall maintain two way traffic at all times.
\boxtimes	51.	The Utility shall utilize the approved Traffic Control Plan provided.
\boxtimes	52.	When requested, the Utility will provide to the Region Utilities Engineer copies of any federal, state and local permits referenced in Section 23 of the General Provisions.
	53.	The Utility shall submit a blasting plan for approval to the office of the Regional Utilities Engineer prior to any blasting within the right-of way.
\boxtimes	54.	Should the Utility choose to perform the Work outlined herein with other than its own forces, the Utility shall notify the Department's representative, by email, as to the name, address, and telephone number of the contractor by filling out the Contractor information on the Construction Notification Form, Exhibit "F".
\boxtimes	55.	CALL BEFORE YOU DIG : Utility Notification Center, 811 or 1-800-424-5555. It is the Utility's responsibility to contact the one call center pursuant to RCW 19.122. Any locations or dimensions provided for existing facilities on plan sheets provided by the WSDOT are in accordance with available information obtained without uncovering, measuring, or other verification.
\boxtimes	56.	The Utility is responsible to ensure that re-vegetation is established to pre-construction conditions. Clean up and application of two-stage hydro seeding shall occur as soon as practical following the installation.
		a. The hydro seed application requires 35 lb. per acre of Pure Live Seed (PLS) of a site specific seed mix specified by the State and 2700 lb of Long Term Mulch. The two-stage seeding shall begin with 250 lb. of mulch mixed with the seed applied directly to the ground, with the remaining 2450 lb. of mulch applied on top. Fertilizer shall be applied at a rate of no more than 10 lbs. nitrogen per acre.
		b. The contractor shall provide evidence (the tag from the seed bag or a copy of the invoice from the vendor with the details of the seed mix listed) that the seed mix meets the Department specifications. In addition, a sample of the seed mix (no less than 1 oz.) must be provided to the inspector. See Exhibit(s) "E" for site specific requirements.
	57.	The Utility shall be responsible for securing the required Department of Natural Resources (DNR) easement(s) and shall provide a copy of the easement(s) to the WSDOT Regional Utilities Engineer prior to installing any utility facilities across DNR land or waterways.
\boxtimes	58.	Only equipment with rubber tires or street pads will be allowed on the roadway. Tracked vehicles with cleats or other devices that may damage the road surfacing will not be allowed.
		Vacuum excavation for utility location shall not exceed 8" in diameter. Material removed below the asphalt shall be replaced with control density fill. The pavement shall be restored to match the existing depth with Hot Mix Asphalt in compacted lifts not to exceed 0.30'. The pavement shall be sealed to bond the patch to existing asphalt and prevent water infiltration.
		WSDOT is in the process of studying how fiber optic lines should be accommodated within WSDOT-owned right of way under state law and, specifically, what form of agreement should be utilized. In order to not cause undue delay in fiber optic line installations, WSDOT has determined to issue this Franchise or Permit for fiber optic facilities pending the outcome of the study and the implementation of a new policy, if any; provided, that the Utility expressly acknowledges and agrees that this Franchise or Permit is issued subject to the amendment, revocation, and cancellation provision under General Provision 15 upon a determination by WSDOT that the use does not qualify for a franchise or permit under state law. In the event of such a revocation or cancellation, all facilities installed hereunder will become subject to the terms and conditions of the new policy or practices, including, but not limited to, the execution of a new form of agreement, and payment of fair market rent, if so required. The Utility expressly acknowledges and agrees that the issuance of this Franchise or Permit creates no right or expectation regarding the terms and conditions under which the facilities may occupy WSDOT-owned right of way in the future.

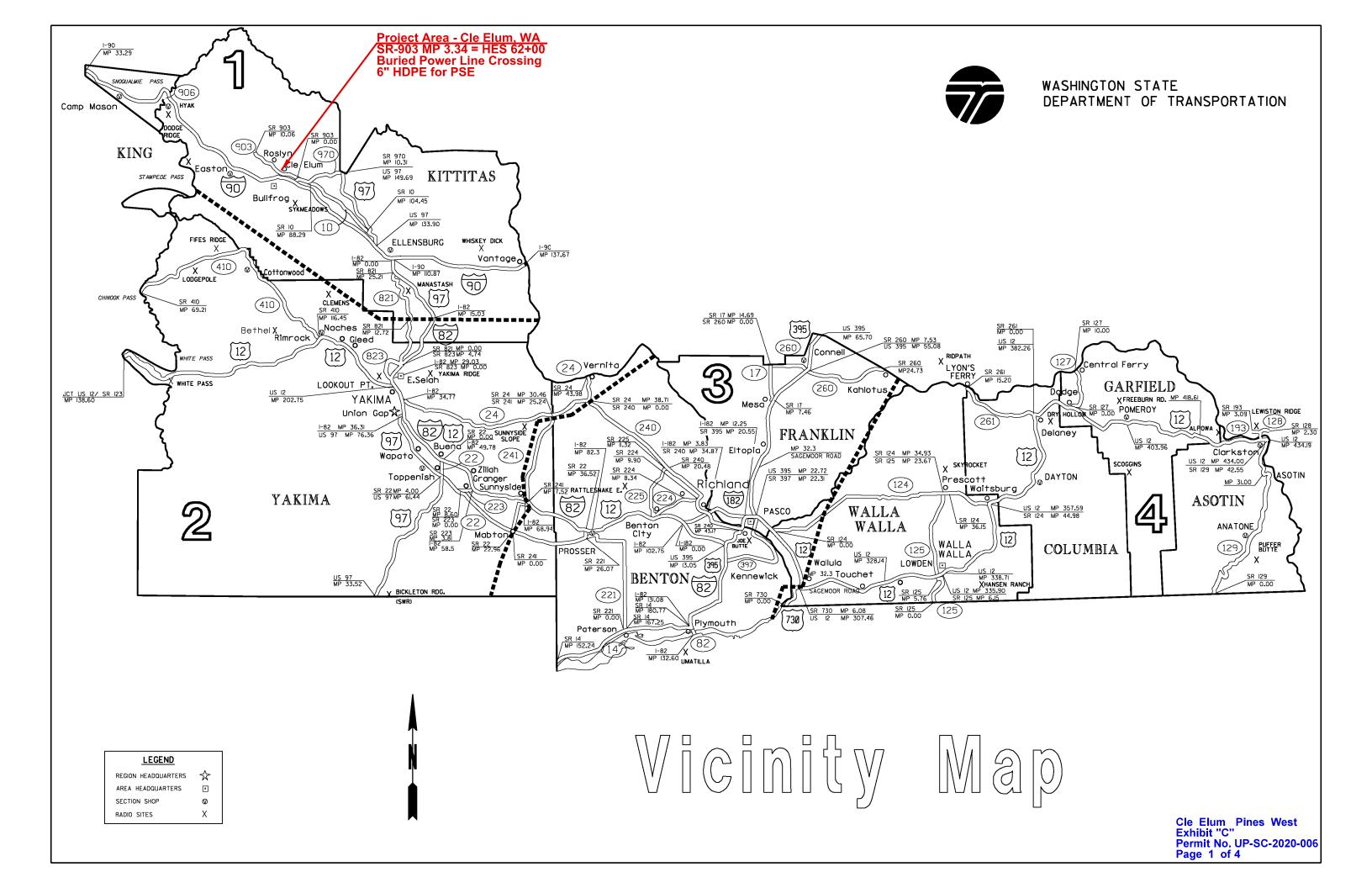
Utility Facility Description

All G	reyed Out Are	All Greyed Out Areas are For Department U	nt Use Only	Accommodation Number:	ion Num	ıber:		
State Route Number:	903		SnagMP (Link)	Access Control: M4	4Μ	T, R, Sec:	T. 20. R. 15, Sec 28	
Begin Mile Post:	3.34	End Mile Post:	3.34	Scenic Class:	BX			

Washington State
Department of Transportation

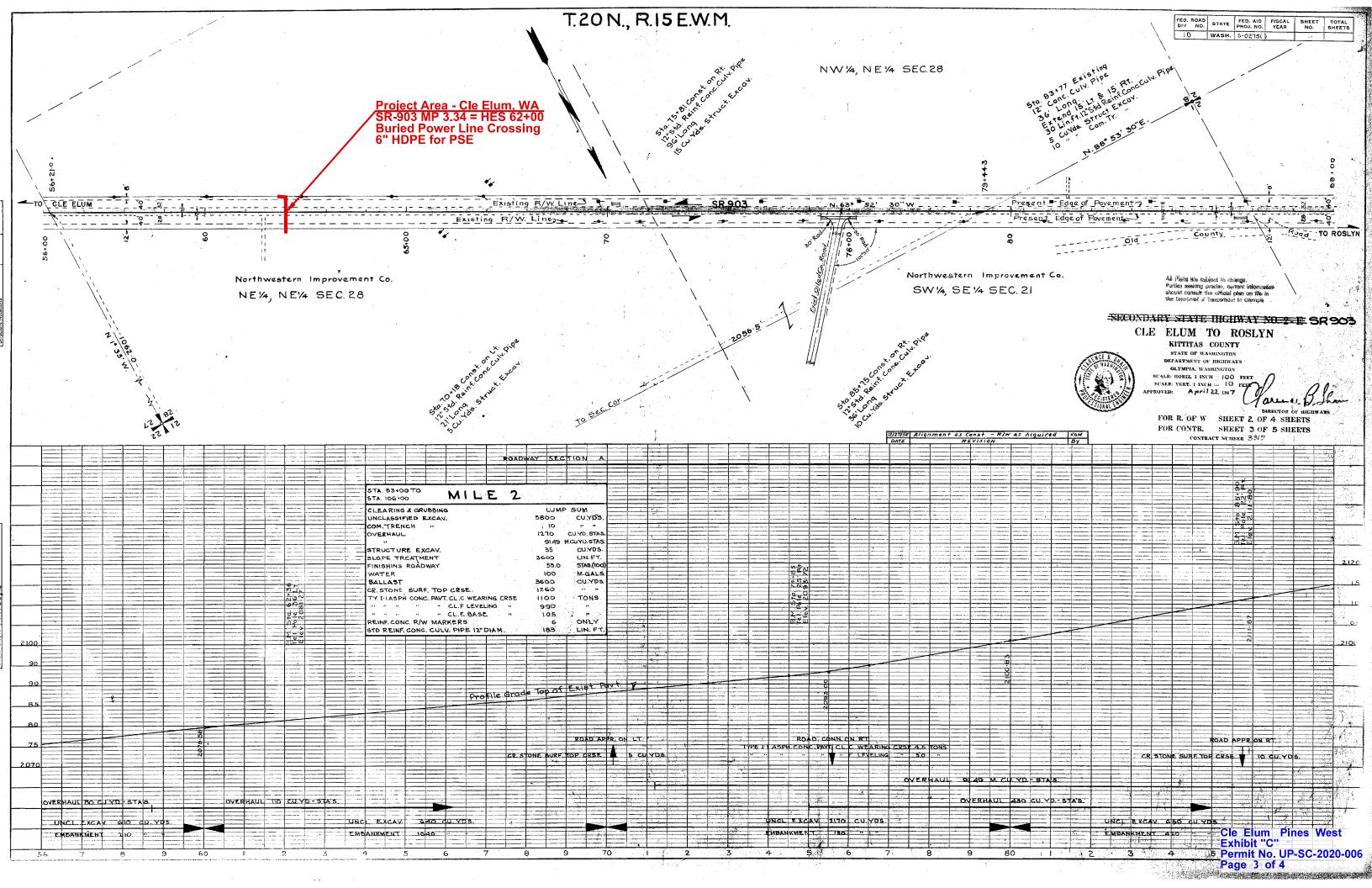
Facility Description - Provide a summary of the proposed work: (press ALT+Enter to insert line break)

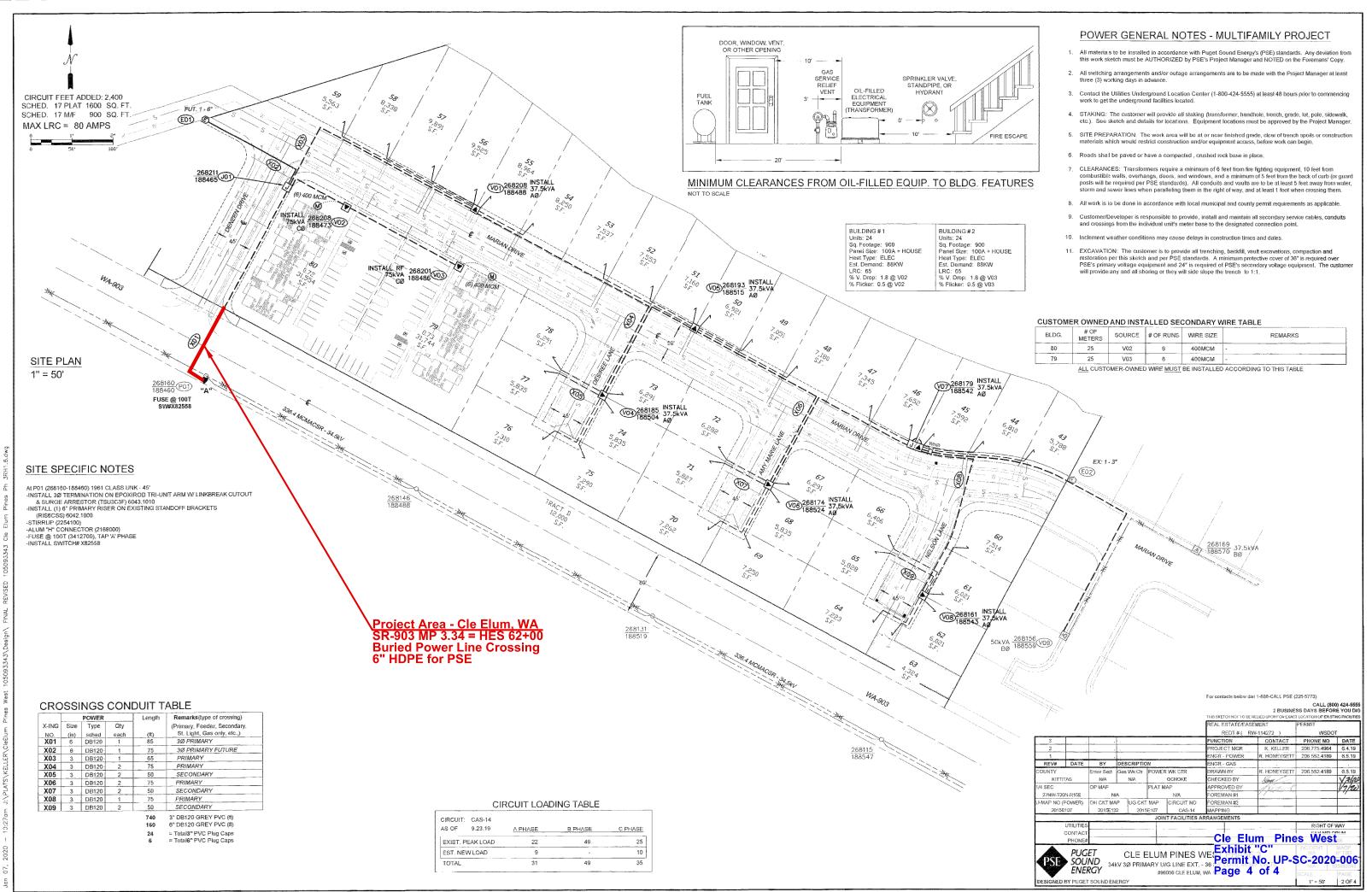
Additional Notes:	I Notes:										
		770	Offse	Offset Distances (feet)	(feet)	Facility Description	Right of Way	f Way			Remarks and Installation Comments
Begin Mile Post	End Mile Post	Right or Xing	From Center Line	From Edge of Traveled Way (Fogline)	Depth or Height	Facility to be Installed/ Deactivated/ Upgraded (indicate size and/or diameter, and material)	Left	Right	Scenic	Access	I.) Indicate where item enters/leaves R/W. Include pertinent topography info (turnouts, Rd. approaches, intersections, culvert, guardrail, xing method, split grade/under/overpass, etc.)
3.34	3.34	Xing			09	6" HDPE 120 DB Conduit	40'	40,	ВХ	M4	
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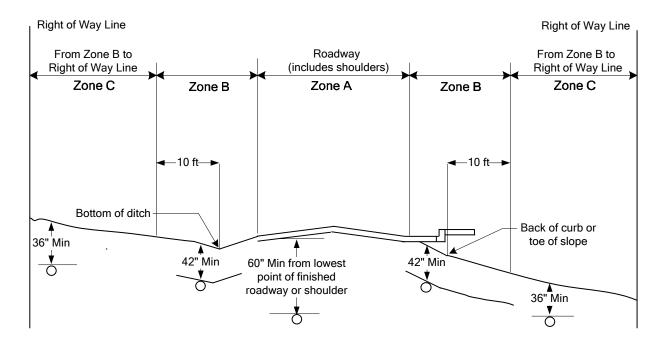


Cle Elum Pines West Exhibit "C" Permit No. UP-SC-2020-006 Page 2 of 4

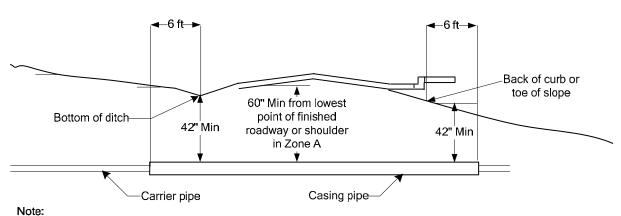




Chapter 1 Utility Accommodation



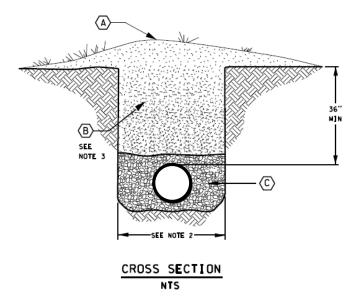
Longitudinal Coverage Detail



Casing pipes shall extend a minimum of 6 feet beyond the toe of fill slopes, or bottom of ditch line, or outside curb.

Crossing Coverage Detail

Chapter 1 Utility Accommodation

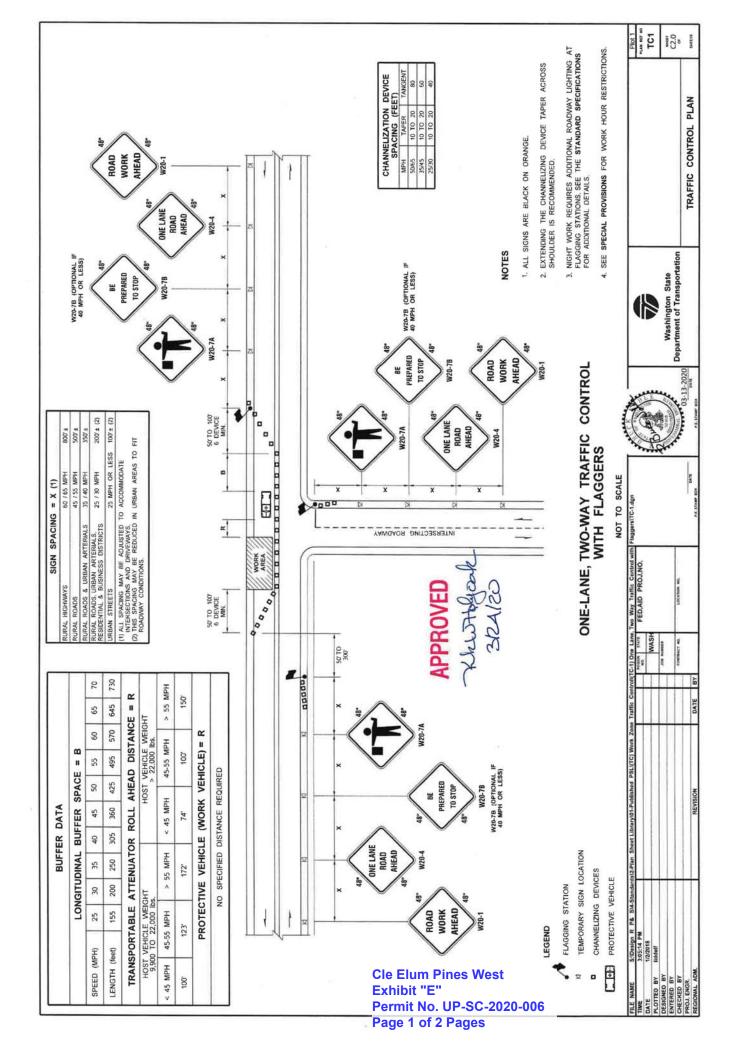


LEGEND

- A Surface treatment to restore existing to match adjacent (seeding, bark, etc.).
- (B) Native material or as directed by WSDOT.
- © Bedding material. Bedding material depth over and beneath pipe casing shall be half the diameter of pipe casing or 6 inches, whichever is less.

GENERAL NOTES

- 1. Trenching and pipe installation shall meet the requirements of WSDOT Standard Specification 7-08.
- 2. Maximum trench width shall be outside casing pipe width plus 1 foot either side of casing pipe.
- 3. Compaction shall be method _____ per Standard Specification Section 2-03.3 (14) C.
- 4. When connecting to an existing facility under the pavement, pavement restoration may, at the department's discretion, include the full lane width and encroached shoulder.
- 5. Casing pipes shall extend a minimum of six (6) feet beyond the toe of fill slopes, bottom of ditchline, or outside of curb.



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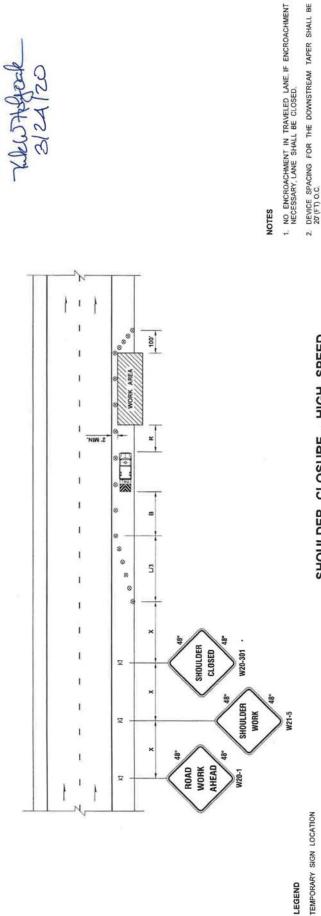
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Cle Elum Pines West Exhibit "E" Permit No. UP-SC-2020-006 Page 2 of 2 Pages

LEGEND

TRAFFIC SAFETY DRUM Z o

TRANSPORTABLE ATTENUATOR

DATE
PLOTTED BY
DESIGNED BY
ENTERED BY
CHECKED BY
PROJ. ENGR.

Plot 1 TC6 PC2.1

TRAFFIC CONTROL PLAN

Washington State Department of Transportation

03-13-2020

1, NO ENCROACHMENT IN TRAVELED LANE, IF ENCROACHMENT IS NECESSARY, LANE SHALL BE CLOSED.

3. ALL SIGNS ARE BLACK ON ORANGE.

SHOULDER CLOSURE - HIGH SPEED

NOT TO SCALE

CONSTRUCTION NOTIFICATION

2) Submit Construction Notification t	to parties below 10 b	business days prior to scheduled work
3) Receive written or verbal Authoriz	*	•
No work shall take place until the Utility		
Jason Harris	OFFICE	1 500 555 1540
South Central Region Utilities Inspector	OFFICE:	
2809 Rudkin Road	CELL:	1-509-654-8385
Union Gap, WA 98903-1648	E-MAIL:	HarriJM@wsdot.wa.gov
Michael Krahenbuhl		
Area 1 Maintenance and Operations Superintende	ent OFFICE:	1-509-577-1907
151 South Bullfrog Rd.	CELL:	1-509-899-3424
Cle Elum, WA 98922	E-MAIL	KrahenM@wsdot.wa.gov
Permit Number: Amendment Num	mber	
State Route Number: Mile Post:	To Mile Post:	
Applicant Reference (WO) Number:		
Applicant Reference (WO) Number.	_	
Information in this box is	s required to be	filled out completely.
	*	
COMPANIED STADE DATE OF CONSTRUCTION	MT.	
SCHEDULED START DATE OF CONSTRUCTION		
HOURS OF CONSTRUCTION: Hours:	to	<u> </u>
	to	<u> </u>
HOURS OF CONSTRUCTION: Hours: ESTIMATED DATE OF COMPLETION:	to	
HOURS OF CONSTRUCTION: Hours:	to	<u> </u>
HOURS OF CONSTRUCTION: Hours: ESTIMATED DATE OF COMPLETION:	to K. (Please Print)	
HOURS OF CONSTRUCTION: Hours: ESTIMATED DATE OF COMPLETION: Contractor/Company performing the work	to C. (Please Print) Office Contact:	
HOURS OF CONSTRUCTION: Hours: ESTIMATED DATE OF COMPLETION: Contractor/Company performing the work COMPANY	to C. (Please Print) Office Contact: Phone:	
HOURS OF CONSTRUCTION: Hours: ESTIMATED DATE OF COMPLETION: Contractor/Company performing the work COMPANY ADDRESS	to C. (Please Print) Office Contact: Phone: Email:	
HOURS OF CONSTRUCTION: Hours: ESTIMATED DATE OF COMPLETION: Contractor/Company performing the work COMPANY ADDRESS CITY	to C. (Please Print) Office Contact: Phone: Email: Contractor Field Rep	
HOURS OF CONSTRUCTION: Hours: ESTIMATED DATE OF COMPLETION: Contractor/Company performing the work COMPANY ADDRESS CITY STATE	to C. (Please Print) Office Contact: Phone: Email: Contractor Field Rep Phone: Cell:	
HOURS OF CONSTRUCTION: Hours: ESTIMATED DATE OF COMPLETION: Contractor/Company performing the work COMPANY ADDRESS CITY STATE	to C. (Please Print) Office Contact: Phone: Email: Contractor Field Rep Phone: Cell:	:
HOURS OF CONSTRUCTION: Hours: ESTIMATED DATE OF COMPLETION: Contractor/Company performing the work COMPANY ADDRESS CITY STATE	to C. (Please Print) Office Contact: Phone: Email: Contractor Field Rep Phone: Cell: use Print) Utility Field Contact:	:
HOURS OF CONSTRUCTION: Hours: ESTIMATED DATE OF COMPLETION: Contractor/Company performing the work COMPANY ADDRESS CITY STATE	to C. (Please Print) Office Contact: Phone: Email: Contractor Field Rep Phone: Cell: use Print) Utility Field Contact: Phone:	:
HOURS OF CONSTRUCTION: Hours: ESTIMATED DATE OF COMPLETION: Contractor/Company performing the work COMPANY ADDRESS CITY STATE	to C. (Please Print) Office Contact: Phone: Email: Contractor Field Rep Phone: Cell: use Print) Utility Field Contact:	:
HOURS OF CONSTRUCTION: Hours: ESTIMATED DATE OF COMPLETION: Contractor/Company performing the work COMPANY ADDRESS CITY STATE	to C. (Please Print) Office Contact: Phone: Email: Contractor Field Rep Phone: Cell: use Print) Utility Field Contact: Phone:	:

<u>Note</u>: The utility company or their representative shall notify South Central Region Utilities immediately if they are unable to start construction on the date indicated above. Failure to provide notification may result in inspection charges incurred.